In the absence of a special agreement, a bailee, since he has exclusive possession, is entitled to move the object bailed. *Atlantic Coast Line R. Co.* v. *Baker*, 118 Ga. 809, 45 S. E. 673. The ordinary restaurant guest who hangs his overcoat a few feet from his table is probably unwilling that it be carried away and locked up till called for.

BANKRUPTCY — DISCHARGE — JUDGMENT FOR ALIMONY. — A judgment was obtained in New York founded upon a North Dakota judgment for alimony. Thereafter, the person against whom the judgment was rendered became bankrupt and obtained a discharge. *Held*, that the judgment is nevertheless enforceable. *Matter of Estate of Williams*, 49 N. Y. L. J. 171 (N. Y., Ct. App.).

For a criticism of the contrary holding in the same case in a court below, see 23 HARV. L. REV. 146.

BANKRUPTCY — DISSOLUTION OF LIENS — LIENS "VOID" BY SECTION 67f MERELY VOIDABLE BY TRUSTEE. — A creditor obtained a judgment lien on the property of an insolvent within four months of his bankruptcy. Section 67f of the Bankruptcy Act provides that such liens shall be deemed void and that the property affected thereby shall pass to the trustee. The trustee elected not to take the property. *Held*, that the lien may be enforced notwithstanding the bankrupt's discharge. *McCarty* v. *Light*, 139 N. Y. Supp. 853 (Sup. Ct., App. Div.).

Section 67 f of the Bankruptcy Act was obviously enacted for the benefit of the trustee as the representative of all the creditors and not for the benefit of the bankrupt. Consequently, it is well settled as a matter of construction that the liens referred to in that section are only voidable at the option of the trustee. Hence neither the bankrupt himself nor outsiders can set up the automatic operation of the section. *Rochester Lumber Co.* v. *Locke*, 72 N. H. 22, 54 Atl. 705; *Frazee* v. *Nelson*, 179 Mass. 456, 61 N. E. 40; *Hutchins* v. *Cantu*, 66 S. W. 138 (Tex.). For the same reason, the section has been construed as not applying to liens on exempt property. *McKenney* v. *Cheney*, 118 Ga. 387, 45 S. E. 433. But see *In re Tune*, 115 Fed. 906. A further analogy is found in dealing with the Statute of Elizabeth. Notwithstanding its broad language declaring all transfers of property in fraud of creditors void, it is firmly established that such transfers are merely voidable at the option of those persons for whose benefit the statute was enacted. *Burgett's Lessee* v. *Burgett*, 1 Ham. (1 Oh.) 469; *Doster* v. *Manistee National Bank*, 67 Ark. 325, 55 S. W. 137. The same principle is followed in construing conditions in leases. *Smith* v. *Sinclair*, 59 N. J. L. 84, 34 Atl. 943; *Bowman* v. *Foot*, 29 Conn. 331. *Cf. Trask* v. *Wheeler*, 7 Allen (Mass.) 109.

CARRIERS — LIMITATION OF LIABILITY — EFFECT OF DEVIATION BY CARRIER UPON CONTRACT FOR AGREED VALUATION. — The plaintiff shipped livestock over the defendant railroad under a special contract, excusing the defendant from liability as an insurer under certain circumstances and providing for an agreed valuation of the stock per head in case of loss. The railroad carried the shipment by a different route from that ordered. Part of the livestock was destroyed. *Held*, that the plaintiff may recover the proven, instead of the agreed, value. *Atlantic Coast Line R. Co.* v. *Hinely-Stephens Co.*, 60 So. 749 (Fla.).

By special contract a carrier may obtain exemptions from his usual liability as insurer. *Grace* v. *Adams*, 100 Mass. 505; *Anchor Line* v. *Dater*, 68 Ill. 369. Also by an agreed valuation of the goods shipped he may fix the maximum recovery of the shipper in case of loss. *Hart* v. *Pennsylvania R.*, 112 U. S. 331, 5 Sup. Ct. 151; *Graves* v. *Lake Shore & M. S. R.*, 137 Mass. 33. *Contra*, *Moulton* v. *St. Paul, M. & M. Ry. Co.*, 31 Minn. 85, 16 N. W. 497. That a de-